



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 17, 2009

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE: AS-0

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

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MARCH 17, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR INVENTORY SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to award a contract for various inventory services for the Department of Public Works.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award the contract for Inventory Services in an annual sum not to exceed \$97,672 to Comp U Count Inventory Services, a General Partnership, located in Northridge, California. This contract will be for a term of one year commencing upon your Board's approval, with four 1-year renewal options, not to exceed a total contract period of five years.
2. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each of the four additional one-year renewal options if, in the opinion of the Director of Public Works, Comp U Count Inventory Services has successfully performed during the previous

contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent inventory service for the Department of Public Works (Public Works) as required by the Auditor-Controller. Public Works has contracted for these services since 1998.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$97,672 plus 10 percent for unforeseen, additional work within the scope of the contract and any applicable cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the annual price quoted by the contractor and our estimated utilization of the service.

Financing for these services is included in the Fiscal Year 2008-09 Public Works' Internal Service Fund Budget. Funds to finance the contract's optional years, 10 percent additional funding for contingencies, and any applicable cost-of-living adjustment will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). Prior to the Director executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Comp U Count Inventory Services was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The work to be performed will consist of three physical inventories of Public Works' fixed asset equipment, service and supplies equipment, and stock items. The inventories of

service and supplies equipment and stock items will be conducted annually, and the inventory of fixed asset equipment will be conducted biannually (in Fiscal Years 2009-10 and 2011-12). The fixed asset equipment inventory frequency is being reduced from annually to biannually, resulting in a cost savings to Public Works.

The contractor does physical inventories on three types of assets:

1. Capital assets (fixed assets) are equal to or more than \$5,000, which consist of equipment that are personal property of a relatively permanent nature. Examples are vehicles, servers and network hardware, and technical equipment.
2. Noncapital assets (service and supply) are less than \$5,000, which consist of equipment that can be easily carried or moved, especially by hand. Examples are personal computers, related peripherals, facsimile machines, tools, cameras, and office equipment.
3. Supplies (materials) are assets kept in warehouses as stock items. Examples are automobile parts, office supplies, small tools, paint, chemicals, sandbags, meters, and maintenance and construction materials.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Comp U Count Inventory Services. This contract will commence upon your Board's approval for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this

contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on December 2, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved on January 29, 2002.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed contract is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of CEQA Guidelines. This proposed contract involves an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

#### **CONTRACTING PROCESS**

On December 2, 2008, Public Works solicited proposals from 75 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On January 5, 2009, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff and using the average scoring methodology. The committee's evaluation was based on criteria described in the RFP that included the price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, Comp U Count Inventory Services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER  
Director of Public Works

GF:GZ:cg

Attachments (2)

c: Chief Executive Office (Lari Sheehan)  
County Counsel

AGREEMENT FOR  
INVENTORY SERVICES (2008-AN053)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Comp U Count Inventory Services, a general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 5, 2009, hereby agrees to provide services as described in the attached specifications for Inventory Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Locations; Exhibit F, Property Custodian by Sublocation for Fixed Asset Equipments; Exhibit G, Property Custodian by Sublocation for S&S Equipments, Exhibit H, Annual Equipment Inventory Reports and Date File Record Layout; Exhibit I, Stock Inventory Warehouse Locations, Exhibit J, Stock Inventory Items by Warehouse; Exhibit K, Warehouse Inventory Vendor Count; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$97,672.00 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board's approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt

Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through K, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

[illegible]



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

COMP U COUNT INVENTORY  
SERVICES

By \_\_\_\_\_  
Its Partner

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Partner

\_\_\_\_\_  
Type or Print Name

**ATTACHMENT B****Bid Detail Information**

**Bid Number :** PW-ASD 743  
**Bid Title :** INVENTORY SERVICES (2008-AN053)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** INVENTORY SERVICES  
**Open Date :** 12/2/2008  
**Closing Date :** 12/16/2008 10:00 AM  
**Bid Amount :** \$ 120,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Inventory Services (2008-AN053). The total annual contract amount of this service is estimated to be \$120,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057 or [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposers or their managing employees having a minimum of 3 years' experience performing inventory services. In addition, the Proposer's supervising employee must have at least 2 years' experience performing inventory services. Failure to demonstrate the minimum lengths of experience performing the services at the time of proposal submission may result in rejection of the proposal as nonresponsive.

A Proposers' Conference will be held on Tuesday, December 16, 2008, at 10:00 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, January 5, 2009, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

**Contact Name :** Edwin Manoukian  
**Contact Phone# :** (626) 458-4057  
**Contact Email :** [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov)  
**Last Changed On :** 12/2/2008 5:18:32 PM

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